



defendant without making payment therefor.

2. Plaintiff asserts causes of action for breach of contract, conversion, fraud, and other claims.

### **PARTIES, JURISDICTION AND VENUE**

3. Plaintiff Bengal Converting Services, Inc. d/b/a Bengal Paper & Converging ("Bengal Paper" or "Bengal") is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 1155 Main Street, Linfield, Montgomery County, Pennsylvania 19468.

4. Defendant Dual Printing, Inc. ("Dual Printing" or "defendant"), is upon information and belief a corporation organized and existing under the laws of the State of New York, with its principal office located at 340 Nagle Drive, Cheektowaga, New York 14225.

5. Venue is proper in this Court pursuant to 28 U.S.C. §§1332, based upon diversity of citizenship, in that plaintiff is deemed a citizen of the Commonwealth of Pennsylvania, for purposes of diversity, defendant is deemed to be a citizen of the State of New York, and the amount in controversy exceeds \$200,000.00, exclusive of interest and costs.

6. Venue is proper in this Court pursuant to 28 U.S.C §1391(a).

### **BACKGROUND FACTS**

7. Bengal Paper is a fabricator of paper rolls, and sold rolls of paper to defendant Dual Printing, from time to time, which seller-purchaser relationship started in or about July, 2010.

8. Each of the sales made by Bengal Paper to defendant were subject to Bengal Converting's Terms and Conditions of Sale (which Conditions are attached hereto as Exhibit "A"), and each sale was accompanied by a sales invoice from plaintiff for payment by defendant of the particular goods sold and delivered.

9. Prior to April, 2011, Bengal Paper sold paper rolls to Dual Printing, which rolls were delivered to and accepted and retained by Dual Printing and paid for by them.

10. On sixteen dates from April 21, 2011, through August 3, 2011, Bengal Paper sold paper rolls to Dual Printing.

11. All of the rolls of paper comprising each of those sixteen sales of paper goods were shipped to, and received and accepted and retained by, defendant Dual Printing.

12. Each of the times that Bengal Paper sold and delivered rolls of its paper goods to defendant, Bengal Paper submitted a corresponding invoice to defendant for payment for such goods.

13. Pursuant to the terms of the Contract between the parties, defendant agreed to pay Bengal for all such paper goods supplied, upon receipt of Bengal's invoices for such products. See Exhibit "A", ¶ 1.

14. Pursuant to the Contract, defendant agreed to pay to Bengal a finance charge on all unpaid balances due under the contract in an amount equal to eighteen percent (18%) per annum. See, Exhibit "A", ¶ 8.

15. Pursuant to the Contract, the defendant also agreed to pay "all fees and expenses (including attorney fees) incurred by Seller [Bengal Paper] in the collection of any amounts due Seller from Buyer [Dual Printing]". See, Exhibit "A", ¶ 8.

16. Defendant repeatedly promised to pay to Bengal Paper that the invoices for those

sales of paper goods would be paid by defendant.

17. Based upon defendant's assurances and repeated promises that the invoices would be paid, Bengal continued to supply paper goods to defendant.

18. However, contrary to defendant's repeated promises, the overdue invoices were not paid as promised, and defendants stopped paying and failed to pay for the paper goods it received from Bengal; the last payment received by Bengal Paper from Dual Printing was on or about July 26, 2011, for \$15,000, which was applied against invoice no.12646.

19. Currently, defendant has received and accepted and retained paper goods in the amount of \$222,968.88 from Bengal Paper, for which they failed to pay Bengal for the same.

20. A true and correct copy of Bengal Paper's Accounts Receivable Aging Report, itemizing each of the sixteen sale dates and the \$222,968.88 in overdue invoices sent by Bengal Paper to defendant, which defendant promised to but has refused to pay, is attached hereto as Exhibit "B" and made a part hereof.

21. Copies of the individual invoices are voluminous, but each of said invoices previously were sent by Bengal Paper to defendant, and will be produced again upon request during discovery in this lawsuit

22. Pursuant to the Contract, interest is due on those past due invoices, at the rate of 1.5% per month, or 18% per annum, in the amount of \$5,415.72, through September 30, 2011.

23. In addition, Bengal Paper will incur additional interest (at the rate of 18% per annum) until such time as the past due invoices are paid in full by defendant, the exact amounts of which are not yet determined.

24. Defendant is obligated to pay all of the aforesaid interest to Bengal Paper, in addition to the amounts due for the rolls of paper goods sold.

25. Bengal Paper has incurred attorney fees and costs in the collection of the aforesaid amounts owed to it by defendant, in the amount of \$2,500.00, through September 30, 2011.

26. In addition, Bengal Paper will incur additional attorney fees and costs in connection with this lawsuit and post-judgment collection activity, the exact amounts of which are not yet determined.

27. Defendant is obligated to pay all of the aforesaid attorney fees and costs incurred by Bengal Paper, in addition to the amounts due for the rolls of paper goods sold.

28. All of the aforesaid paper goods sold and delivered by Bengal to defendant, was accepted and retained by defendant.

29. Bengal is entitled to payment from defendant for all of the paper goods sold and delivered to defendant (\$222,968.88), plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from 9/30/11 at the rate of one and one-half percent (1-1/2%) per month, or eighteen percent (18%) per annum.

30. A true and correct copy of the book account statement showing open invoices maintained by Bengal Paper for defendant, evidencing the total of \$222,968.88 owed by defendant to Bengal Paper as of August 3, 2011, plus interest of \$5,415.72 as of September 30, 2011 (not including additional interest, plus other charges and attorney fees and costs, all properly chargeable to defendants under the terms of the Contract) is attached hereto as Exhibit "B".

31. Bengal is entitled to receive payment from defendant, of all amounts due and owing to Bengal, including the invoice amounts for the paper goods sold, plus attorney fees and costs, plus interest. See Exhibits "A" and "B".

**COUNT ONE - BREACH OF CONTRACT**

32. Bengal Paper incorporates by reference herein each of the allegations above, as if set forth at length.

33. As a result of the aforesaid, defendant breached their agreement and Contract with Bengal Paper.

34. As a direct and proximate result of defendants' breaches of its agreement with Bengal, Bengal has suffered compensatory damages in the total amount of \$222,968.88, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs. See Exhibit "A," ¶¶ 1, 4, 8, and Exhibit "B".

35. As a direct and proximate result of defendant's breaches of the agreement between the parties, Bengal Paper has suffered these and other damages, which damages are continuing.

36. The amount that is due and owing from defendant to Bengal is the sum of \$222,968.99, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, as aforesaid.

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WHEREFORE, plaintiff Bengal Converging Services, Inc. d/b/a Bengal Paper & Converging demands judgment in its favor against defendant Dual Printing, Inc., in the amount of \$222,968.88, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus

additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, plus such other compensatory, consequential and special damages, together with interest, attorneys fees and costs of suit thereon, in the maximum amount to which Bengal Paper is entitled against defendant under applicable law, and granting plaintiff such other and further relief as this Honorable Court shall deem just.

**COUNT TWO – FRAUD**

37. Bengal incorporates by reference herein each of the allegations above, as if set forth at length.

38. The aforesaid representations made by defendant to Bengal, that defendant would pay the open invoices were false when made by defendants to Bengal.

39. Defendant knew that the aforesaid representations they made to Bengal, were false when made by defendant to Bengal, and said representations were made by defendant intentionally and knowingly, to induce Bengal to continue to sell paper goods to Bengal.

40. Bengal justifiably relied upon the aforesaid misrepresentations of defendant, and was induced by said misrepresentations to continue to sell paper goods to defendant, and thus Bengal changed its position to Bengal's detriment.

41. The aforesaid misrepresentations made by defendant to Bengal proximately caused damages and continuing damages to Bengal.

42. Bengal has suffered damages caused by defendant's misrepresentations in the sum of \$222,968.88, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of

eighteen percent (18%) per annum on all unpaid indebtedness.

43. The conduct of defendant was willful and intentional, and so outrageous and extreme as to warrant the imposition of punitive damages against defendant.

WHEREFORE, plaintiff Bengal Converting Services, Inc. d/b/a Bengal Paper & Converting demands judgment in its favor against defendant Dual Printing, Inc., in the amount of \$222,968.88, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, plus such other compensatory, consequential and special damages, together with interest, attorneys fees and costs of suit thereon, in the maximum amount to which Bengal Paper is entitled against defendant under applicable law, and granting plaintiff such other and further relief as this Honorable Court shall deem just.

### **COUNT THREE – CONVERSION**

44. Bengal incorporates by reference herein each of the allegations above, as if set forth at length.

45. By reason of the aforesaid wrongful conduct of the defendant, the defendant converted Bengal Paper's goods to defendant's own, exclusive possession and use, without making payment to Bengal therefor.

46. Bengal has suffered damages caused by defendant's wrongful conversion in the sum of \$222,968.88, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract



rate of eighteen percent (18%) per annum on all unpaid indebtedness.

47. The conduct of defendant was willful and intentional, and so outrageous and extreme as to warrant the imposition of punitive damages against defendant.

WHEREFORE, plaintiff Bengal Converting Services, Inc. d/b/a Bengal Paper & Converting demands judgment in its favor against defendant Dual Printing, Inc., in the amount of \$222,968.88, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, plus such other compensatory, consequential and special damages, together with interest, attorneys fees and costs of suit thereon, in the maximum amount to which Bengal Paper is entitled against defendant under applicable law, and granting plaintiff such other and further relief as this Honorable Court shall deem just.

**COUNT FOUR - QUANTUM MERUIT/UNJUST ENRICHMENT**

48. Bengal incorporates by reference herein each of the allegations above, as if set forth at length.

49. Bengal supplied goods and services to defendant, for defendant's use, and at defendant's request, with the expectation of receiving remuneration and compensation therefor.

50. Dual Printing received, accepted and retained, the paper goods supplied by Bengal.

51. It is and would be unjust and inequitable for defendant, having received the benefit of the goods supplied by Bengal, not to have to compensate Bengal therefor.

52. The fair and reasonable value of the goods and services supplied by Bengal to defendant, for which they have not compensated Bengal, is the sum of \$222,968.88, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs.

53. Bengal is entitled to a payment and judgment against defendant for the fair and reasonable value of the goods and materials supplied by Bengal, for which Bengal has not been compensated, which amount is \$222,968.88, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs.

WHEREFORE, plaintiff Bengal Converging Services, Inc. d/b/a Bengal Paper & Converting demands judgment in its favor against defendant Dual Printing, Inc., in the amount of \$222,968.88, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, plus such other compensatory, consequential and special damages, together with interest, attorneys fees and costs of suit thereon, in the maximum amount to which Bengal Paper is entitled against defendant under applicable law, and granting plaintiff such other and further relief as this Honorable Court shall deem just.

**COUNT FIVE – ACTION ON BOOK ACCOUNT**

54. Bengal incorporates by reference herein each of the allegations above, as if set forth at length.

55. There is due from defendant to Bengal the sum of \$222,968.88, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, a copy of which book account is attached hereto as Exhibit "B".

56. Payment of the book account owed by defendant to Bengal has been demanded, but not made.

57. As a direct and proximate result thereof, Bengal has suffered compensatory damages in the amount of \$222,968.22, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, on the book account owed by defendant to Bengal, plus attorney fees and costs.

WHEREFORE, plaintiff Bengal Converging Services, Inc. d/b/a Bengal Paper & Converting demands judgment in its favor against defendant Dual Printing, Inc., in the amount of \$222,968.88, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, plus such other compensatory, consequential and special damages, together with interest, attorneys fees and costs of suit thereon, in the maximum amount to which Bengal Paper is entitled against defendant under

applicable law, and granting plaintiff such other and further relief as this Honorable Court shall deem just.

**COUNT SIX - ACTION UPON AN ACCOUNT STATED**

58. Bengal incorporates by reference herein each of the allegations above, as if set forth at length.

59. There is due from defendant to Bengal the sum of \$222,968.88, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, a copy of which account is attached hereto as Exhibits "A" and "B".

60. Dual Printing promised to pay Bengal said sums upon demand.

61. Payment of the amounts owed by defendant to Bengal has been demanded, but not made.

62. As a direct and proximate result thereof, Bengal has suffered compensatory damages in the amount of \$222,968.88, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs.

63. There is due from defendant to Bengal the sum of \$222,968.88, as of August 3, 2011, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per

annum on all unpaid indebtedness, plus attorney fees and costs, on the account stated between Bengal and defendant.

WHEREFORE, plaintiff Bengal Converting Services, Inc. d/b/a Bengal Paper & Converting demands judgment in its favor against defendant Dual Printing, Inc., in the amount of \$222,968.88, plus interest thereon in the amount of \$5,415.72, through September 30, 2011, plus additional interest from September 30, 2011, at the contract rate of eighteen percent (18%) per annum on all unpaid indebtedness, plus attorney fees and costs, plus such other compensatory, consequential and special damages, together with interest, attorneys fees and costs of suit thereon, in the maximum amount to which Bengal Paper is entitled against defendant under applicable law, and granting plaintiff such other and further relief as this Honorable Court shall deem just.

Respectfully Submitted,

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Date: October 6, 2011

Korn/Dual Printing/Pleadings/Complaint  
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